

A. G. Contract No. KR00 1502TRN
ADOT ECS File No.: JPA 00-117
Project: CBI-SLS-0-(1)/SS482 01C
SLS-0-401/SS482 01D
Section: A Street Port of Entry

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS**

THIS AGREEMENT is entered into 08 November 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal Government has made Coordinated Border Infrastructure (CBI) funds in the amount of \$1,000,000.00 available to the State for the use of the City to design and construct improvements to A Street and 10th Avenue for the San Luis port of entry to improve ingress and egress at the US - Mexico border. The State and the City desire to define their respective responsibilities relating to the transfer of up to \$1,000,000.00 through the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 25018
Filed with the Secretary of State
Date Filed: 11/08/01

Betsy Bayless
Secretary of State

By Vicky J. Haenewald

II. SCOPE

1. The City will:

a. Provide project design plans, specifications and such other documents and services required for construction bidding and construction of the improvements. Apply CBI funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for all costs over and above the grant amount of \$1,000,000.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

c. No more often than monthly, invoice the State for reimbursement of the reasonable, direct actual cost of the design and construction of the improvements, in a total amount not to exceed \$1,000,000.00.

d. Upon completion, approve and accept the improvements on behalf of the parties hereto, and provide maintenance to the project improvements.

2. The State will:

Provide the City federal funds in the amount of up to \$1,000,000.00, on a monthly cost reimbursement basis for activities performed relating to the design and construction of improvements to A Street and 10th Avenue in the City towards improving ingress and egress at the US -- Mexico border port of entry.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

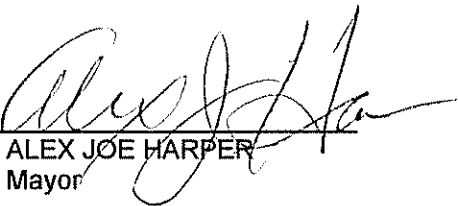
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of San Luis
City Manager
Box 1170
San Luis, AZ 85349

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAN LUIS

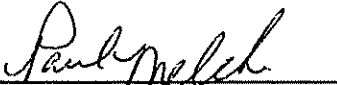
By 
ALEX JOE HARPER
Mayor

STATE OF ARIZONA

Department of Transportation

By 
MARY LYNN TISCHER, Director
Transportation Planning Division

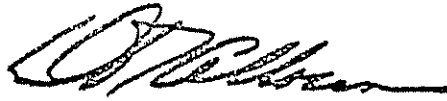
ATTEST

By 
ALEX U. RUIZ
City Manager/City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of July 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of San Luis for the purpose of defining responsibilities for constructing improvements to the A street port of entry.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 00-117

APPROVAL OF THE SAN LUIS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAN LUIS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this

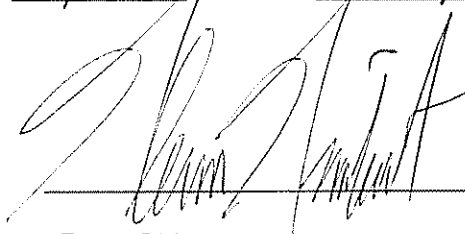
16TH

day of

AUGUST

2001
~~2000~~

my



Town Attorney

City



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution No.451

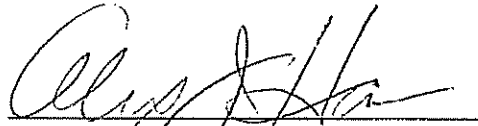
A Resolution of the City Council of San Luis, Arizona, authorizing entering into an Inter-governmental Agreement with the Arizona Department of Transportation, and authorizing undersigned the authority to execute the agreement on behalf of the City.

WHEREAS, the City Council is desirous of entering into an agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for constructing improvements to the "A" St. and 10th Ave. port of entry: and

WHEREAS, the State is empowered by ARS Section 28 – 401 to enter into this Agreement and has delegated authority to execute the Agreement with the City of San Luis.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of San Luis, Arizona, authorizes Alex Joe Harper, Mayor, to execute the Inter-governmental Agreement with the Arizona Department of Transportation and any other documents necessary to facilitate the project.

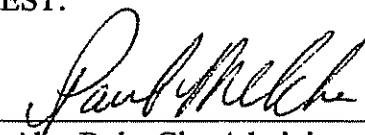
Passed and adopted by the City Council of San Luis, Arizona, this 27th day of June 2001.



Alex Joe Harper, Mayor

ATTEST:

APPROVED AS TO FORM:

By: 
for Alex Ruiz, City Administrator

By: 

Gerald W. Hunt, City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680
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Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025
FACSIMILE : (602) 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1502TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 26, 2001.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:et/710447

Enc.